

EXHIBIT B

Complaint to Trans Union, LLC

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

SUSAN BARTKO,

CIVIL DIVISION

Plaintiff,

ELECTRONICALLY FILED

vs.

Case No. GD-21-009595

TD BANK USA N.A., and TRANS UNION LLC,

Defendants.

COMPLAINT IN CIVIL ACTION

AND NOW, comes Plaintiff, Susan Bartko, by and through the undersigned counsel, J.P. Ward & Associates, LLC and, specifically, Joshua P. Ward, Esquire, who files the within Complaint in Civil Action, against Defendant TD Bank USA N.A. and TransUnion LLC, of which the following is a statement:

PARTIES

1. Plaintiff, Susan Bartko (hereinafter “Plaintiff”), is an adult individual who currently resides at 49 Glenburn Drive, Pittsburgh, Pennsylvania 15236.
2. Defendant, TD Bank USA N.A. (hereinafter “TD Bank”), is a corporation that furnishes consumer credit information, with its principal place of business located at 7000 Target Parkway North, MS-NCB-0464, Brooklyn Park, Minnesota 55445.
3. Defendant TransUnion LLC (“TransUnion”) is a consumer credit reporting agency with its headquarters located at 555 W. Adams Street, Chicago, Illinois.

JURISDICTION AND VENUE

4. Jurisdiction is proper as Plaintiff brings this lawsuit under the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq.* (hereinafter, the “FCRA”).

5. Venue is proper pursuant to Pa.R.C.P. 2179(a)(3) as both TD Bank and TransUnion regularly conduct business in Allegheny County, Pennsylvania.

PROCEDURAL HISTORY AND FACTUAL ALLEGATIONS

6. Plaintiff was the owner of a Target branded TD Bank credit card account (the “Account”) with account number [REDACTED].

7. During the regular course of its business, TD Bank furnished Account information to TransUnion relating to Plaintiff.

8. On November 15, 2018, TD Bank, filed a Civil Complaint against Plaintiff and her husband, Harry Bartko, to recover an alleged outstanding balance on the Account in Magisterial District Court at Docket Number: MJ-05216-CV-0000358-2018. A true and correct copy of the Docket is attached hereto, made a part hereof, and marked as Exhibit “A”.

9. In response to the aforesaid lawsuit, Plaintiff engaged J.P. Ward & Associates, LLC f/k/a The Law Firm of Fenters Ward (hereinafter “The Law Firm”) for representation.

10. On January 8, 2019, The Law Firm served TD Bank with a letter, (hereinafter, the “First Dispute Letter”) wherein TD Bank was informed that Plaintiff disputed the Account and that she disputed the nature of the alleged debt, and that Plaintiff was represented by counsel. A true and correct copy of the First Dispute Letter is attached hereto, made a part hereof, and marked as Exhibit “B”.

11. This First Dispute Letter stated that Plaintiff “denie[d] owing TD Bank USA N.A. As Successor in Interest to Target National Bank any amount of money” and informed TD Bank that Plaintiff disputed any and all “Debts” TD Bank claimed to possess. See Exhibit “B”.

12. "Debts" as defined within the First Letter of Dispute delineated and included "any related debt(s) and/or credit account(s) your company [TD Bank] claims to have, sold, purchased and/or assigned from yourself, another creditor, debt buyer or other entity as of the date of this letter. See Exhibit "B".

13. Furthermore, TD Bank was directed to cease and desist from contacting Plaintiff directly. See Exhibit "B".

14. On January 8, 2019, The Law Firm filed an Entry of Appearance and an Intent to Defend on Plaintiff's behalf. True and correct copies of the Entry of Appearance and Notice of Intent to Defend are attached hereto, made a part hereof, and marked as Exhibit "C".

15. On January 22, 2019, a Civil Action Hearing was held before the Honorable Michael W. Thatcher, Magisterial District Judge. See Exhibit "A".

16. On January 22, 2019, at the conclusion of the Civil Action hearing, Judge Michael W. Thatcher granted a JUDGMENT FOR DEFENDANT in favor of Plaintiff and her husband Harry Bartko and against TD Bank. A true and correct copy of the Notice of Judgment is attached hereto, made a part hereof, and marked as Exhibit "D".

17. On February 21, 2019, TD Bank's appeal period expired, making the Judgment for defendant of Judge Michael W. Thatcher a final judgment which then rendered the alleged debt extinguished, invalid, and unenforceable.

18. On November 27, 2019, The Law Firm sent a Notice of Dispute of Trade Line letter to TransUnion (the "TransUnion Dispute Letter") regarding the trade line associated with the aforementioned alleged and disputed debt. A true and correct copy of the TransUnion Dispute Letter is attached hereto, made a part hereof, and marked as Exhibit "E".

19. Plaintiff alleges on information and belief that TransUnion forwarded the TransUnion Dispute Letter to TD Bank pursuant to 15 U.S.C. 1681i(a)(2).

20. Plaintiff never received a response from TransUnion regarding the TransUnion Dispute Letter.

21. On March 2, 2020, Plaintiff obtained an updated TransUnion credit report. A true and correct copy of the March 2, 2020 credit report with the TD Bank Trade Line (the “Trade Line”) is attached hereto, made a part hereof, and marked as Exhibit “F”.

22. The Trade Line reveals that TD Bank willfully caused false and inaccurate information about Plaintiff to be furnished to Transunion when TD Bank reported the alleged and disputed debt as “Pay Status: >Charged Off<.” A true and correct copy of the trade line is attached hereto, made a part hereof, and marked as Exhibit “F”.

23. TD Bank furnished inaccurate information with respect to the Trade Line. TD Bank was obligated under 15 U.S.C. 1681s-2(a)(2) to remove the Trade Line after Plaintiff obtained a final judgment in her favor with respect to the Account. See Exhibit “F.”

24. TD Bank also failed to mark the Trade Line as disputed, as it was required to do pursuant to 15 U.S.C. 1681s-2(a)(3).

25. TD Bank failed to conduct a reasonable investigation of Plaintiff’s Notice of Dispute of Trade Line pursuant to 15 U.S.C. 1681s-2(b)(1)(A).

26. A pro forma review of TD Bank’s internal records would have revealed that Plaintiff disputed the Account by way of her First Dispute Letter, and that she owed nothing on the Account as a result of the judgment in her favor. See Exhibit “D.”

27. TD Bank owed Plaintiff a duty to delete the tradeline or at least to modify the trade line to reflect the disputed status of the account pursuant to 15 U.S.C. 1681s-2(b)(1)(E).

28. TD Bank willfully caused false and inaccurate information about Plaintiff to be furnished to TransUnion when TD Bank failed to remove the Trade Line pertaining to the alleged and extinguished debt, despite the fact that a final judgment on the merits was granted in favor of Plaintiff.

29. Alternatively, TD Bank was negligent in its duties to reinvestigate Plaintiff's disputes and continued to furnish inaccurate information concerning Plaintiff after she obtained a final judgment in her favor.

30. TransUnion kept the inaccurate information on Plaintiff's credit profile despite being notified that the information was inaccurate and disputed.

31. TD Bank continues to furnish inaccurate information concerning Plaintiff with respect to the Account.

32. TransUnion continues to report the inaccurate information concerning Plaintiff with respect to the Account.

33. As a result of the inaccurate information concerning the Account, Plaintiff has suffered damages, including but not limited to:

- a. Lost opportunities to apply for credit while her credit was being negatively affected by the Trade Line;
- b. Emotional distress, anguish, stress, aggravation, embarrassment and other related impairments to the enjoyment of life.

Loss of time and resources in having to submit disputes in order to remove the Account from her credit profile after she obtained a favorable judgment.

CAUSES OF ACTION
COUNT I

VIOLATIONS OF THE FCRA AS TO DEFENDANT TRANSUNION

34. Plaintiff incorporates the allegations contained in the paragraphs, above, as if fully set forth at length herein.

35. TransUnion violated 15 U.S.C. § 1681e(b) by failing to establish or to follow reasonable procedures to assure maximum possible accuracy in the preparation of the credit report and credit files it published and maintains concerning the Plaintiff.

36. As a result of this conduct, action, and inaction of TransUnion, the Plaintiff suffered damages by lost opportunities to apply for credit while her credit was being negatively affected; loss of time; and mental and emotional pain stemming from anguish, humiliation, and loss of time. TransUnion's conduct, action, and inaction was willful, rendering it liable for punitive damages in an amount to be determined by the Court pursuant to 15 USC § 1681n. In the alternative, it was negligent, entitling the Plaintiff to recover under 15 USC § I681o.

37. The Plaintiff is entitled to recover costs and attorney's fees from TransUnion in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n and/or § I681o.

WHEREFORE, Plaintiff respectfully demands a trial by jury on all issues so triable and judgment against Defendant, TRANSUNION LLC, for statutory damages, punitive damages, actual damages, costs, interest, attorney fees, enjoinder from further violations of these parts and any other such relief the Court may deem just and proper.

COUNT II
(Violation of the FCRA - As to Defendant Trans Union LLC)

38. Plaintiff incorporates the allegations contained in the paragraphs, above, as if fully set forth at length herein.

39. TransUnion violated 15 U.S.C. § 1681i by failing to delete inaccurate information in the Plaintiffs credit file after receiving notice of such inaccuracies; by failing to conduct a lawful reinvestigation; by failing to maintain reasonable procedures with which to filter and verify

disputed information in the Plaintiffs credit file; and by relying upon verification from sources it has to know are unreliable.

40. As a result of this conduct, action, and inaction of TransUnion, the Plaintiff suffered damages by lost opportunities to apply for credit while her credit was being negatively affected; loss of time; and mental and emotional pain stemming from anguish, humiliation, and loss of time.

41. Trans Union's conduct, action, and inaction was willful, rendering it liable for actual or statutory damages, and punitive damages in an amount to be determined by the Court pursuant to 15 USC § 1681n. In the alternative, it was negligent, entitling the Plaintiff to recover under 15 USC § 1681o.

42. The Plaintiff is entitled to recover costs and attorney's fees from Trans Union in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n and/or § 1681o.

WHEREFORE, Plaintiff respectfully demands a trial by jury on all issues so triable and judgment against Defendant, TRANS UNION LLC, for statutory damages, punitive damages, actual damages, costs, interest, attorney fees, enjoinder from further violations of these parts and any other such relief the Court may deem just and proper.

COUNT III
(Violation of the FCRA – as to Defendant, TD Bank)

43. Plaintiff incorporates the allegations contained in the paragraphs, above, as if fully set forth at length herein.

44. TD Bank furnished inaccurate credit information with respect to the Account to TransUnion, and through TransUnion, to all of Plaintiff's potential lenders on multiple occasions.

45. TD Bank violated 15 U.S.C. § 1681s-2(b) by failing to fully and properly investigate Plaintiff's dispute of the TD Bank Account and Trade Line; by failing to review all relevant information regarding same; by failing to accurately respond to TransUnion; by failing to correctly

report results of an accurate investigation to every other credit reporting agency; and by failing to permanently and lawfully correct its own internal records to prevent the re-reporting of the Trade Line considering the final judgment in Plaintiff's favor.

46. TD Bank violated 15 U.S.C. §1681s-2(b) by continuing to furnish inaccurate information to TransUnion after TD Bank was notified that the information was inaccurate.

47. TD Bank did not have any reasonable basis to believe that the Plaintiff was responsible for the Account. It also had substantial evidence by which to have verified that the Plaintiff did not owe the alleged debt on the Account in light of the final judgment in Plaintiff's favor. TD Bank knowingly chose to follow procedures which did not review, confirm, or verify the accuracy of the information in question. Further, even if TD Bank would attempt to plea ignorance, it had all the evidence and information with which to confirm and recognize the Plaintiff did not owe anything on the Account in light of the final judgment in Plaintiff's favor.

48. As a result of this conduct, action, and inaction of TD Bank, Plaintiff suffered damages by lost opportunities to apply for credit while her credit was being negatively affected; loss of time; and mental and emotional pain stemming from anguish, humiliation, and loss of time.

49. TD Bank's conduct, action, and inaction as willful, rendering it liable for actual or statutory damages, and punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n. In the alternative, it was negligent entitling the Plaintiff to recover actual damages under 15 U.S.C. § 1681o.

50. The Plaintiff is entitled to recover costs and attorney's fees from TD Bank in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n and/or § 1681o.

WHEREFORE, Plaintiff respectfully demands a trial by jury on all issues so triable and judgment against Defendant, TD BANK, for statutory damages, punitive damages, actual

damages, costs, interest, attorney fees, enjoinder from further violations of these parts and any other such relief the Court may deem just and proper.

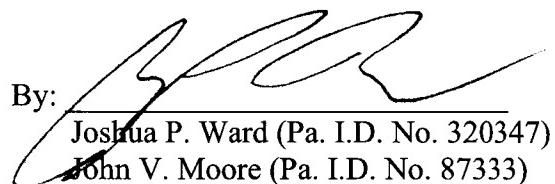
JURY TRIAL DEMANDED UPON APPEAL OR REMOVAL.

Respectfully submitted,

J.P. WARD & ASSOCIATES, LLC

Date: January 20, 2022

By:


Joshua P. Ward (Pa. I.D. No. 320347)
John V. Moore (Pa. I.D. No. 87333)

J.P. WARD & ASSOCIATES, LLC
The Rubicon Building
201 South Highland Avenue
Suite 201
Pittsburgh, PA 15206

Counsel for Plaintiff

VERIFICATION

I, JOSHUA P. WARD, ESQ., have read the foregoing COMPLAINT and verify that the statements therein are correct to the best of my personal knowledge, information, and/or belief. I have gained this information from discussions with Plaintiff. This verification is made on behalf of Plaintiff. Plaintiff will produce their verification if/when there is an objection by Defendant or upon directive from the court.

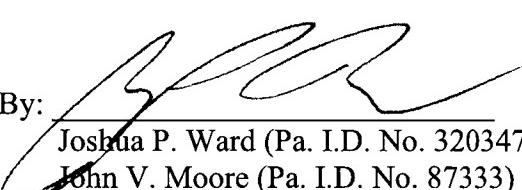
I understand that this verification is made subject to the penalties of 18 Pa. C.S.A. 4904 relating to unsworn falsification to authorities, which provides that if I knowingly make false averments, I may be subject to criminal penalties.

Respectfully submitted,

J.P. WARD & ASSOCIATES, LLC

Date: January 20, 2022

By:


Joshua P. Ward (Pa. I.D. No. 320347)
John V. Moore (Pa. I.D. No. 87333)

J.P. WARD & ASSOCIATES, LLC
The Rubicon Building
201 South Highland Avenue
Suite 201
Pittsburgh, PA 15206

Counsel for Plaintiff

CERTIFICATE OF SERVICE

The undersigned hereby certifies that he served a true and correct copy of the forgoing Complaint in Civil Action upon the following persons listed below via first class mail, postage prepaid pursuant to Pa. R.C.P. 440:

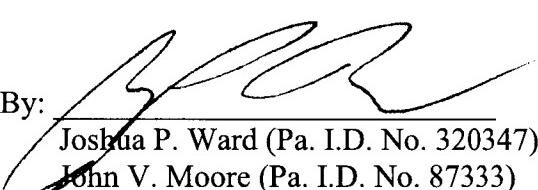
TD Bank USA, N.A.
7000 Target Parkway North, MS-NCB-0464
Brooklyn Park, Minnesota 55445

TransUnion, LLC
555 West Adams Street
Chicago, Illinois 60661

J.P. WARD & ASSOCIATES, LLC

Date: January 20, 2022

By:


Joshua P. Ward (Pa. I.D. No. 320347)
John V. Moore (Pa. I.D. No. 87333)

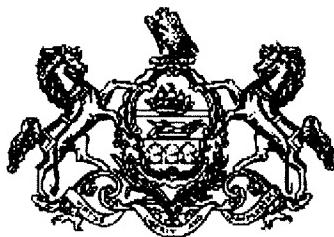
J.P. WARD & ASSOCIATES, LLC
The Rubicon Building
201 South Highland Avenue
Suite 201
Pittsburgh, PA 15206

Counsel for Plaintiff

EXHIBIT A

Magisterial District Judge 05-2-16**DOCKET**

Docket Number: MJ-05216-CV-0000358-2018

**Civil Docket**

TD Bank USA N A As Successor In Interest To Target National Bank

v.

Susan Bartko, Harry B Bartko

Page 1 of 3

CASE INFORMATION

<u>Judge Assigned:</u>	Magisterial District Judge Michael W. Thatcher	<u>File Date:</u>	11/15/2018
<u>Claim Amount:</u>	\$1,915.93	<u>Case Status:</u>	Closed
<u>Judgment Amount:</u>		<u>County:</u>	Allegheny

CALENDAR EVENTS

<u>Case Calendar</u>	<u>Schedule</u>			<u>Schedule</u>	
<u>Event Type</u>	<u>Start Date</u>	<u>Start Time</u>	<u>Room</u>	<u>Judge Name</u>	<u>Status</u>
Civil Action Hearing	01/08/2019	10:00 am	Courtroom: MDJ-05-2-16	Magisterial District Judge Michael W. Thatcher	Continued
Civil Action Hearing	01/22/2019	10:00 am	Courtroom: MDJ-05-2-16	Magisterial District Judge Michael W. Thatcher	Scheduled

CASE PARTICIPANTS

<u>Participant Type</u>	<u>Participant Name</u>	<u>Address</u>
Defendant	Bartko, Susan	Pittsburgh, PA 15236
Defendant	Bartko, Harry B.	Pittsburgh, PA 15236
Plaintiff	TD Bank USA N A As Successor In Interest To Target National Bank	Canonsburg, PA 15317

DISPOSITION SUMMARY

<u>Docket Number</u>	<u>Plaintiff</u>	<u>Defendant</u>	<u>Disposition</u>	<u>Disposition Date</u>
MJ-05216-CV-0000358-2018	TD Bank USA N A As Successor In Interest To Target National Bank	Susan Bartko	Judgment for Defendant	01/22/2019
MJ-05216-CV-0000358-2018	TD Bank USA N A As Successor In Interest To Target National Bank	Harry B. Bartko	Judgment for Defendant	01/22/2019

Magisterial District Judge 05-2-16**DOCKET**

Docket Number: MJ-05216-CV-0000358-2018

Civil Docket

TD Bank USA N A As Successor In Interest To Target National Bank

v.

Susan Bartko, Harry B Bartko

Page 2 of 3

ATTORNEY INFORMATION**Private**Name: Gregg Lawrence Morris, Esq.Representing: TD Bank USA N A As Successor In Interest To TarCounsel Status: Active - Entry of AppearanceSupreme Court No.: 069006Phone No.: 412-429-7675

Address: Patenaude & Felix APC
 501 Corporate Drive
 Southpointe Center Suite 205
 Canonsburg, PA 15317

Entry of Appearance Filed Dt: 11/15/2018Withdrawal of Entry of Appearance Filed Dt:**Private**Name: Brian J. Fenters, Esq.Representing: Bartko, Harry B.Counsel Status: Active - Entry of AppearanceSupreme Court No.: 320202Phone No.: 412-545-3016

Address: 201 S Highland Ave
 Ste 201
 Pittsburgh, PA 15206

Entry of Appearance Filed Dt: 01/08/2019Withdrawal of Entry of Appearance Filed Dt:**Private**Name: Bryan Jon Polas, Esq.Representing: TD Bank USA N A As Successor In Interest To TarCounsel Status: Active - Entry of AppearanceSupreme Court No.: 322175Phone No.: 412-429-7675

Address: 501 Corporate Drive
 Suite 2015
 Canonsburg, PA 15317

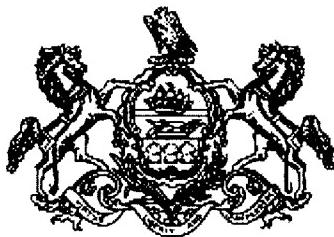
Entry of Appearance Filed Dt: 11/15/2018Withdrawal of Entry of Appearance Filed Dt:**Private**Name: Brian J. Fenters, Esq.Representing: Bartko, SusanCounsel Status: Active - Entry of AppearanceSupreme Court No.: 320202Phone No.: 412-545-3016

Address: 201 S Highland Ave
 Ste 201
 Pittsburgh, PA 15206

Entry of Appearance Filed Dt: 01/08/2019Withdrawal of Entry of Appearance Filed Dt:

Magisterial District Judge 05-2-16**DOCKET**

Docket Number: MJ-05216-CV-0000358-2018

**Civil Docket**

TD Bank USA N A As Successor In Interest To Target National Bank

v.

Susan Bartko, Harry B Bartko

Page 3 of 3

DOCKET ENTRY INFORMATION

<u>Filed Date</u>	<u>Entry</u>	<u>Filer</u>	<u>Applies To</u>
01/22/2019	Judgment for Defendant	Magisterial District Court 05-2-16	Harry B. Bartko, Defendant
01/22/2019	Judgment for Defendant	Magisterial District Court 05-2-16	Susan Bartko, Defendant
01/08/2019	Intent to Defend Filed	Susan Bartko Harry B. Bartko	Susan Bartko, Defendant Harry B. Bartko, Defendant
01/08/2019	Entry of Appearance Filed	Brian J. Fenters, Esq.	Harry B. Bartko, Defendant
01/08/2019	Entry of Appearance Filed	Brian J. Fenters, Esq.	Susan Bartko, Defendant
12/28/2018	Certified Civil Complaint Unclaimed	Magisterial District Court 05-2-16	Harry B. Bartko, Defendant
11/20/2018	Certified Civil Complaint Accepted	Magisterial District Court 05-2-16	Susan Bartko, Defendant
11/15/2018	Certified Civil Complaint Issued	Magisterial District Court 05-2-16	Harry B. Bartko, Defendant
11/15/2018	Certified Civil Complaint Issued	Magisterial District Court 05-2-16	Susan Bartko, Defendant
11/15/2018	Entry of Appearance Filed	Gregg Lawrence Morris, Esq.	TD Bank USA N A As Successor In Interest To Target National Bank, Plaintiff
11/15/2018	Civil Complaint Filed	TD Bank USA N A As Successor In Interest To Target National Bank	

EXHIBIT B



201 SOUTH HIGHLAND AVE., SUITE 201
PITTSBURGH, PA 15206

BRIAN FENTERS, ESQ.
JOSHUA WARD, ESQ.

MANAGING PARTNERS

412-545-3016 OFFICE
412-540-3399 FAX

January 8, 2019

TD Bank USA N.A. As Successor In Interest
To Target National Bank
%Gregg Lawrence Morris, Esq.
Patenaude & Felix APC
501 Corporate Drive
Southpointe Center Suite 205
Canonsburg, PA 15317

Sent via U.S. Mail

Re: Our Client: Susan Bartko, Harry B Bartko
Docket Number: MJ-05216-CV-0000358-2018
Account #'s: xxx

To Whom It May Concern:

Please accept this letter as confirmation of my representation of **Susan Bartko, Harry B Bartko** with a current address of **49 Glenburn Drive, Pittsburgh, PA 15236**. My representation of the above-mentioned client includes any related debt(s) and/or credit account(s) your company claims to have, sold, purchased and/or assigned from yourself, another creditor, debt buyer or other entity as of the date of this letter (the “Debts”). Please cease and desist any further communications with my client as it relates to the collection of Debts.

According to my client, your company has been reporting the above-referenced accounts to collection and/or credit agencies. My client denies owing **TD Bank USA N.A. As Successor In Interest To Target National Bank**, any amount of money and demands proof of liability, accounting and ownership of these alleged accounts. The proof shall include any agreements and any amendments thereto, any other written or signed documents agreed to by my client, as well as, a complete history of billing statements reflecting how you calculated the current amount claimed, owed, reported to the collection and/or credit agencies and complete copies of any assignment documentation evidencing your ownership rights to the specific accounts.

Pursuant to the Consumer Financial Protection Act (**CFPA**) 12 U.S.C. 5533(a) and the Fair Debt Collection Practices Act (**FDCPA**) 15 U.S.C. § 1692 *et seq.* we request that you provide additional documents related to the Debt you claim is owed by our client:

1. the original account-level documentation reflecting all purchases, payments, or other actual uses of the account;
2. a document signed by our client evidencing the opening of the account forming the basis for the debt;

3. the name of the creditor at the time of charge-off, including the name under which the creditor did business with our client;
4. the last four digits of the account number associated with the debt at the time our client's last monthly account statement, or, if not available, at the time of charge-off; the charge-off balance;
5. **TD Bank USA N.A. As Successor In Interest To Target National Bank** method of calculating any amount claimed in excess of the charge-off balance;
6. a copy of the statement where **TD Bank USA N.A. As Successor In Interest To Target National Bank** offered to provide our client (within 30 days of a written request) with copies of a document signed by our client evidencing the opening of the account forming the basis for the debt; and the original account-level documentation reflecting a purchase, payment, or other actual use of the account.

Please be advised that at all times relative hereto, we are disputing this debt under the FDCPA, FCRA, FCEUA and/or the UTPCPL. **AS SUCH YOU MUST 1) NOTIFY ANY CRAs YOU HAVE FURNISHED INFORMATION TO THAT THIS TRADE LINE IS DISPUTED; 2) YOU MUST CEASE ALL COLLECTION ATTEMPTS AND DELETE THE TRADE LINE UPON FINAL DISMISSAL OF THE DEBT COLLECTION LAWSUIT IF JUDGMENT IS RENDERED IN FAVOR OF DEFENDANT.** You may direct the requested proof to my office at the address listed above. **YOU HAVE THIRTY (30) DAYS TO PROVIDE THE REQUESTED PROOFS.** All future correspondence or contact shall be directed to my office until my office provides written confirmation of termination of legal representation, if such termination should ever occur. **YOU MUST PROVIDE THIS NOTICE TO ANY ASSIGNEE, TRANSFEREE OR SUBSEQUENT OWNER OF THIS OR ANY DEBT. IF YOU FAIL IN ANY OF THESE REGARDS, YOU WILL BE SUBJECT TO LIABILITY UNDER FEDERAL AND STATE CONSUMER PROTECTION LAWS.**

Very Truly Yours,

/s/ Joshua P Ward, Esq.

Joshua P. Ward, Esq.
Direct Dial: (412) 545-3015
Email: jward@fentersward.com

JPW/maf

cc: Susan Bartko, Harry B Bartko

EXHIBIT C

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ALLEGHENY



**ENTRY OF APPEARANCE
PURSUANT TO PARCPMDJ
207.1(A)**

Mag. Dist. No: 05-2-16
MDJ Name: Honorable Michael W Thatcher
Address: 343 Old Curry Hollow Road
Pittsburgh, PA 15236
Telephone: (412) 653-2101

TD Bank USA

v.

Susan Bartko, Harry Bartko

Docket No: CV-358-2018
Case Filed: 11/15/18

TO THE MAGISTERIAL DISTRICT COURT:

Please enter my appearance on behalf of Defendants Susan Bartko, Harry B Bartko
In the above captioned matter.

Attorney Name: Brian J Fenters

Supreme Court of Pennsylvania Attorney Identification Number: 320202

Firm Name: The Law Firm of Fenters Ward

Address: 201 South Highland Ave., Suite 201

City, ST, Zip: Pittsburgh, PA 15206

Telephone Number: (412) 545-3016

I certify that this filing complies with the provisions of the Case Records Public Access Policy of the Unified Judicial System of Pennsylvania that require filing confidential information and documents differently than non-confidential information and documents.

/s/ Brian J Fenters

Signature of Applicant

01/07/19

Date

201 SOUTH HIGHLAND AVE., SUITE 201
PITTSBURGH, PA 15206BRIAN FENTERS, ESQ.
JOSHUA WARD, ESQ.

MANAGING PARTNERS

412-545-3016 OFFICE
412-540-3399 FAX

January 7, 2019

Magisterial District Number: 05-2-16

Honorable Michael W. Thatcher

343 Old Curry Hollow Road

Pittsburgh, PA 15236

Phone: 412-653-2102

Sent via fax: 412-653-0221

**RE: CV-358-2018. TD Bank USA N A As Successor In Interest To Target National Bank
V Susan Bartko, Harry B Bartko**

INTENT TO DEFEND NOTICE:

DEFENDANT INTENDS TO ENTER A DEFENSE. PLEASE CONSIDER THIS NOTICE PER Pa. R. Civ. P. MAG DIST J RULE 305(4)(a).

PLEASE NOTIFY THE PLAINTIFF THAT DEFENDANT HAS ENTERED NOTICE TO DEFEND PER Pa. R. Civ. P. MAG DIST J RULE 318.

ALSO, PLEASE UPDATE THE DOCKET TO SHOW THAT DEFENDANT INTENDS TO DEFEND AS WELL AS OUR ENTRY OF APPEARANCE.

Sincerely,

/s/ Brian Fenters

Brian J. Fenters, Esq.
bfenters@fentersward.com
PA Bar# 320202
412-545-3016

BF/maf

CC: Susan & Harry Bartko

EXHIBIT D

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ALLEGHENY



NOTICE OF JUDGMENT/TRANSCRIPT CIVIL CASE

Mag. Dist. No:	MDJ-05-2-16
MDJ Name:	Honorable Michael W. Thatcher
Address:	343 Old Curry Hollow Road Pittsburgh, PA 15236
Telephone:	412-653-2102

Brian J. Fenters, Esq.
201 S Highland Ave
Ste 201
Pittsburgh, PA 15206

TD Bank USA N A As Successor In Interest To
Target National Bank
v.
Susan Bartko, Harry B Bartko

Docket No: MJ-05216-CV-0000358-2018
Case Filed: 11/15/2018

Disposition Details

Disposition Summary (cc - Cross Complaint)

<u>Docket No</u>	<u>Plaintiff</u>	<u>Defendant</u>	<u>Disposition</u>	<u>Disposition Date</u>
MJ-05216-CV-0000358-2018	TD Bank USA N A As Successor In Interest To Target National Bank	Susan Bartko	Judgment for Defendant	01/22/2019
MJ-05216-CV-0000358-2018	TD Bank USA N A As Successor In Interest To Target National Bank	Harry B Bartko	Judgment for Defendant	01/22/2019

Comments:

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR MAGISTERIAL DISTRICT JUDGES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE MAGISTERIAL DISTRICT JUDGE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE MAGISTERIAL DISTRICT JUDGE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

JAN 22 2019



Date

Magisterial District Judge Thatcher

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

Date

Magisterial District Judge



TD Bank USA N A As Successor In Interest To
Target National Bank

Docket No.: MJ-05216-CV-0000358-2018

v.

Susan Bartko, Harry B Bartko

Participant List

Private(s)

Brian J. Fenters, Esq.
201S Highland Ave
Ste 201
Pittsburgh, PA 15206

Gregg Lawrence Morris, Esq.
Patenaude & Felix APC
501 Corporate Drive
Southpointe Center Suite 205
Canonsburg, PA 15317

Bryan Jon Polas, Esq.
501 Corporate Drive
Suite 2015
Canonsburg, PA 15317

Plaintiff(s)

TD Bank USA N A As Successor In Interest To Target National Bank
C/O Patenaude & Felix APC
501 Corporate Dr Southpoint Center Ste 205
Canonsburg, PA 15317

Defendant(s)

Harry B Bartko
49 Glenburn Dr
Pittsburgh, PA 15236

Susan Bartko
49 Glenburn Drive
Pittsburgh, PA 15236



EXHIBIT E



THE LAW FIRM OF
FENTERS WARD
AIM TO WIN

201 SOUTH HIGHLAND AVE., SUITE 201
PITTSBURGH, PA 15206

BRIAN FENTERS, ESQ.
JOSHUA WARD, ESQ.

MANAGING PARTNERS

412-545-3016 OFFICE
412-540-3399 FAX

NOVEMBER 27, 2019

SENT VIA FIRST CLASS MAIL

TRANSUNION
P.O. Box 1000
CHESTER, PA 19022

RE: FCRA – NOTICE OF DISPUTED TRADE LINE - 15 U.S.C.A. 1681i(a)(2).

NAME: SUSAN M. BARTKO
ADDRESS: 49 GLENBURN DRIVE, PITTSBURGH, PA 15236
DOB: [REDACTED]
SSN: [REDACTED]
ACCOUNT NO: IN THE AMOUNT OF \$1,915.93
FURNISHER: TD BANK AS SUCCESSOR IN INTEREST TO TARGET
NATIONAL BANK

TO WHOM IT MAY CONCERN:

PLEASE BE ADVISED THAT THE LAW FIRM OF FENTERS WARD REPRESENTS THE ABOVE-NAMED CLIENT, AS ATTORNEY-IN-FACT, AND DULY AUTHORIZED AGENT, WITH RESPECT TO A DEBT-COLLECTION LAWSUIT. THIS LETTER SHALL SERVE AS FORMAL NOTIFICATION OF THE CONSUMER'S DISPUTE OF THE ASSOCIATED TRADE LINE REFERENCED IN THE SUBJECT LINE HEREINABOVE.

WE HAVE NOTIFIED THE CREDITOR AND/OR FURNISHER OF THIS DISPUTE NOTICE, AND HAVE DISPUTED THE VALIDITY OF THE OBLIGATION IN ITS ENTIRETY WITH THE FURNISHER/CREDITOR.

AS A CREDIT REPORTING AGENCY, YOU MUST AGAIN NOTIFY THE FURNISHER OF THE DISPUTE. BE ADVISED THAT WE EXPECT TO PREVAIL IN THE UNDERLYING LAWSUIT, AND OBTAIN A FINAL COURT ORDER RENDERING THE ALLEGED OBLIGATION UNENFORCEABLE, INVALID, AND NON-EXISTENT. THEREFORE, THE FURNISHER HAS A DUTY TO REMOVE THE TRADE LINE FROM OUR CLIENT'S CREDIT REPORT AT THAT TIME. SHOULD THE FURNISHER FAIL TO REMOVE THE TRADE LINE, WE WILL FILE A CIVIL LAWSUIT AGAINST THE FURNISHER, PURSUANT TO 15 U.S.C.A. §§ 1681s-2(b), 1681(n) AND (o).

KINDLY NOTIFY THE FURNISHER OF THE CONSUMER'S DISPUTE PURSUANT TO 15 U.S.C.A. 1681i(a)(2). THANK YOU FOR YOUR ANTICIPATED COOPERATION IN THIS MATTER.

VERY TRULY YOURS,

/s/ JOSHUA P WARD, ESQ.

JOSHUA P. WARD, ESQUIRE
JWARD@FENTERSWARD.COM
(412) 545-3015

EXHIBIT F

*** 379607271-021 ***

TransUnion LLC
PO Box 805
Woodlyn, PA 19094-0805



03/02/2020



PBPN4M00202188-I027931-069208180

JOSHUA P WARD/LAW FIRM OF FENTERSWARD
201 S HIGHLAND AVE 201
PITTSBURGH, PA 15206

RECEIVED

MAR 6 2020

RE: Consumer

SUSAN M. BARTKO
49 GLENBURN DR
PITTSBURGH, PA 15236-3727

Enclosed is the TransUnion Personal Credit Report that you requested on behalf of the above-referenced consumer. As a trusted leader in the consumer credit information industry, TransUnion, LLC takes the accuracy of the consumer's credit information very seriously. We are committed to providing the complete and reliable credit information that the consumer needs to participate in everyday transactions and purchases.

If the consumer believes an item of information to be incomplete or inaccurate, please alert us immediately. We will investigate the data and notify you of the results of our investigation.

Thank you for helping ensure the accuracy of the enclosed credit information.

For frequently asked questions about the consumer's credit report, please visit
<http://www.transunion.com/faqs>.

Kathy

TransUnion Credit Score

SUSAN M. BARTKO

YOUR CREDIT SCORE

Your Score & Grade	Score & Grade Range	Where You Rank
<p>Score Not Purchased (See Below)</p> <p>Grade -</p> <p>Created on 03/02/2020</p> <p>Based on your TransUnion credit report, this is a depiction of your creditworthiness.</p>	<p>Unavailable (See Below)</p> <p>The numerical score ranges from 850 to 300 equaling grade ranges from A to F.</p>	<p>Unavailable (See Below)</p> <p>Your credit ranks higher than --% of the nation's population.</p>

Summary

You did not order a TransUnion credit score. You can purchase your credit score for \$9.95 by calling 1-866-SCORE-TU or 1-866-726-7388.

Important Information Concerning Your TransUnion Credit Report:

- Your SSN has been masked for your protection. You may request disclosure of your full Social Security number by writing to us at the address found at the end of this report.
- One or more accounts contain medical information. Any information following 'Medical-' is not displayed to anyone but you except where permitted by law.
- For your protection, your account numbers have been partially masked, and in some cases scrambled.
- Please note: Accounts are reported as "Current; Paid or paying as agreed" if paid within 30 days of the due date. Accounts reported as Current may still incur late fees or interest charges if not paid on or before the due date.

YOUR CREDIT FILE CONTAINS:

- One or more Adverse Accounts. Adverse information typically remains on your credit file for up to 7 years from the date of the delinquency. To help you understand what is generally considered adverse, we have added brackets or shading to those items in this report.
- One or more satisfactory accounts.
- Regular Inquiries. Inquiries are posted when someone accesses your credit information from TransUnion. The presence of an inquiry means that the company listed received your credit information on the dates specified. These inquiries will remain on your credit file for up to 2 years.
- Promotional Inquiries. The companies listed received your name, address and other limited information about you so they could make a firm offer of credit or insurance. They did not receive your full credit report. These inquiries are not seen by anyone but you and do not affect your score.
- Account Review Inquiries. The listing of a company's inquiry in this section means that they obtained information from your credit file in connection with an account review or other business transaction with you. These inquiries are not seen by anyone but you and will not be used in scoring your credit file (except insurance companies may have access to other insurance company inquiries, certain collection companies may have access to other collection company inquiries, and users of a report for employment purposes may have access to other employment inquiries, where permitted by law).

.000006.



File Number:
Date Issued:
[REDACTED]
03/02/2020



Personal Information

You have been on our files since 05/01/1984

SSN: [REDACTED]

Date of Birth: [REDACTED]

Names Reported: SUSAN M. BARTKO, SUSAN MARIE BARTKO, SUE M. BARTKO, SUE BARTKO, and SUSAN M. BOROSS

Addresses Reported:

Address 49 GLENBURN DR, PITTSBURGH, PA 15236-3727 511 PAYNE HILL RD APT 240, CLAIRTON, PA 15025-4039 937 GARY AVE, CLAIRTON, PA 15025-1107	Date Reported 06/11/2007 01/12/2007	Address 511 PAYNE HILL RD APT 240V, JEFFERSON HILLS, PA 15025-4039 76 MANOR DR APT 15037, BROOKVILLE, MD 20833	Date Reported 12/11/2005 04/30/2004
---	---	--	---

Telephone Numbers Reported:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Employment Data Reported:

Employer Name	Date Verified	Location	Position	Date Hired
USPS	08/31/2017	PITTSBURGH, PA	SUPERVISOR	
UNITED STATES POSTAL SERVICE	11/30/2016	PITTSBURGH, PA	ACTING MANAGER	
UNITED POSTAL SERVICE	04/22/2010		POSTAL	
U S POSTAL SERVICE	12/12/2003			
US POSTAL SVC	02/01/2000		CARRIER	02/01/1995
BLUE CROSS OF W PA	09/01/1987	PITTSBURG, PA		

Account Information

Typically, creditors report any changes made to your account information monthly. This means that some accounts listed below may not reflect the most recent activity until the creditor's next reporting. This information may include things such as balances, payments, dates, remarks, ratings, etc. The key(s) below are provided to help you understand some of the account information that could be reported.

Rating Key

Some creditors report the timeliness of your payments each month in relation to your agreement with them. The ratings in the key below describe the payments that may be reported by your creditors. Any rating that is shaded indicates that it is considered adverse. Please note: Some but not all of these ratings may be present in your credit report.

N/R	X	OK	30	60	90	120+	Collection	Voluntary Surrender	Repossession	Charge Off	Foreclosure
Not Reported	Unknown	Current	30 days late	60 days late	90 days late	120+ days late					

Remark Key

Additionally, some creditors may note your account with comments each month. We refer to these creditor comments as "Remarks". The key below gives the descriptions of the abbreviated remarks contained in your credit file. Any remark containing brackets >< indicates that this remark is considered adverse.

CBG CLOSED BY CREDIT GRANTOR

>PRL< UNPAID BALANCE CHARGED OFF

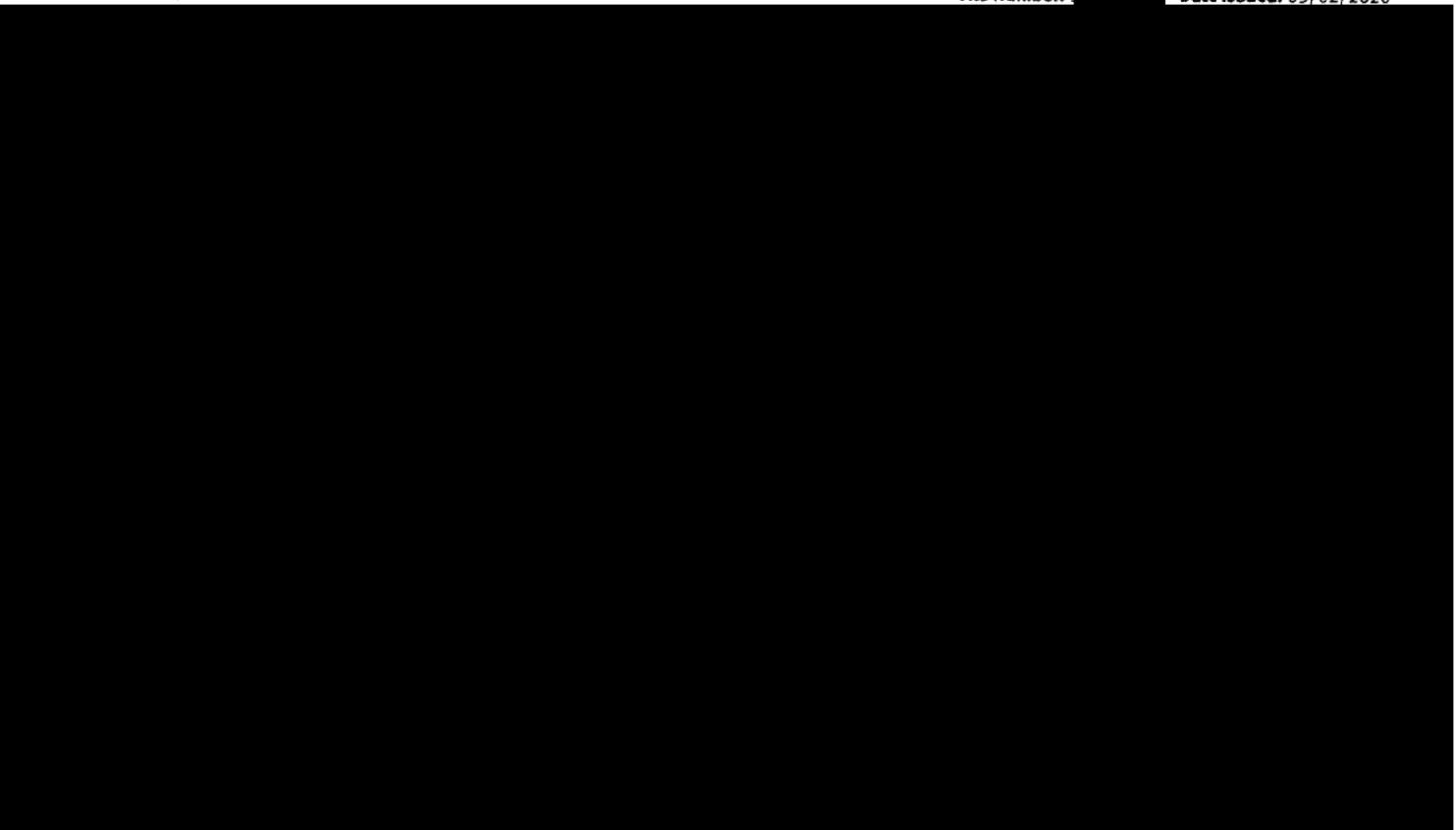
Adverse Accounts

[REDACTED]

Consumer Credit Report for SUSAN M. BARTKO

File Number: [REDACTED]

Date Issued: 03/02/2020

**TD BANK USA/TARGET CREDI**

(NCD-0450, PO BOX 1470, MINNEAPOLIS, MN 55440, Phone number not available)

Date Opened: 10/25/2000
Responsibility: Joint Account
Account Type: Revolving Account
Loan Type: CREDIT CARD

Date Updated: 02/12/2020
Payment Received: \$0
Last Payment Made: 03/16/2015
Original Charge-off: \$1,915

Pay Status: >Charged Off<
Terms: Paid Monthly
Date Closed: 11/11/2015
 >Maximum Delinquency of 120 days in 09/2015
 for \$278 and in 10/2015 for \$363<

High Balance: High balance of \$1,915 from 12/2019 to 02/2020**Credit Limit:** Credit limit of \$1,500 from 12/2019 to 02/2020**Estimated month and year that this item will be removed:** 12/2021

	02/2020	01/2020	12/2019	11/2019	10/2019	09/2019	08/2019	07/2019	06/2019	05/2019	04/2019	03/2019
Balance	\$1,915	\$1,915	\$1,915									
Scheduled Payment		\$0	\$0									
Amount Paid	\$0	\$0	\$270									
Past Due	\$1,915	\$1,915	\$1,915									
Remarks	CBG/PD	C/PD	C/PD									
Rating	CO											
	02/2019	01/2019	12/2018	11/2018	10/2018	09/2018	08/2018	07/2018	06/2018	05/2018	04/2018	03/2018
Rating	CO											
	02/2018	01/2018	12/2017	11/2017	10/2017	09/2017	08/2017	07/2017	06/2017	05/2017	04/2017	03/2017
Rating	CO											
	02/2017	01/2017	12/2016	11/2016	10/2016	09/2016	08/2016	07/2016	06/2016	05/2016	04/2016	03/2016
Rating	CO											
	10/2015	09/2015	08/2015	07/2015	06/2015	05/2015	04/2015	03/2015	02/2015	01/2015	12/2014	11/2014
Rating	CO	OK	OK									
	06/2014	05/2014	04/2014	03/2014	02/2014	01/2014	12/2013	11/2013	10/2013	09/2013	08/2013	07/2013
Rating	OK											

To dispute online go to: <http://transunion.com/disputeonline>